

## EXHIBIT Q

### FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS,  
THAT \_\_\_\_\_

hereinafter called the PRINCIPAL, and

\_\_\_\_\_,  
a corporation duly organized under the laws of the State of \_\_\_\_\_,  
having its principal place of business at \_\_\_\_\_,  
in the State of \_\_\_\_\_, and authorized to do business as an admitted surety  
insurer in the State of California, regulated by the California Insurance Commissioner  
and with a financial condition and record of service satisfactory to the City of Sunnyvale,  
hereinafter called the SURETY, are held and firmly bound to the City of Sunnyvale, a  
municipal corporation in the State of California, hereinafter called the OBLIGEE, in the  
sum of Two Million Dollars (\$2,000,000) lawful money of the United States, for the  
payment of which, well and truly to be made, we bind ourselves, our heirs, executors,  
administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the PRINCIPAL has entered into a Contract with the OBLIGEE for the  
operation of the Sunnyvale Materials Recovery and Transfer Station ("Contract") and  
said PRINCIPAL is required under the terms of said Contract to furnish a bond of faithful  
performance of said Contract.

NOW, THEREFORE, if the PRINCIPAL shall well and truly perform and fulfill all of  
the undertakings, covenants, terms and agreements of said Contract, and any modification  
thereto made as therein provided, at the time and in the manner therein specified, then  
this obligation shall become null and void, otherwise it shall be and remain in full force  
and virtue.

The SURETY, for value received, hereby agrees that no change, extension of time,  
alteration or addition to the terms of the Contract or to the work to be performed  
thereunder, or the specifications incorporated therein shall impair or affect its obligations  
on this bond, and it hereby waives notice of any such change, extension of time,  
alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, however, that the SURETY shall not be liable (1) as respects to any  
obligations related to said Contract occurring after two (2) years from the date of this  
Bond, unless this Bond is extended, or (2) with respect to PRINCIPAL'S obligation to  
procure a replacement performance bond, as provided for in Section 7.03 of the Contract.  
This Bond may be extended beyond \_\_\_\_\_, 2009 in the sole discretion of the  
SURETY by means of a continuation certificate in form and substance satisfactory to  
OBLIGEE signed at least ninety (90) days prior to \_\_\_\_\_, 2009.

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In the event suit is brought upon this Bond by the OBLIGEE and the OBLIGEE is the prevailing party, the SURETY shall pay, in addition to the sums set forth above, all costs incurred by the OBLIGEE in such suit, including reasonable attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument as of this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
(PRINCIPAL)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(SURETY)

By: \_\_\_\_\_

Attorney-In-Fact

Name: \_\_\_\_\_

\* \* \*

**Note: To be considered complete, both the principal and surety must sign this performance bond. In addition, the surety's signature must be acknowledged by a notary public and a copy of the surety's power of attorney must be attached.**

**EXHIBIT Q-1**

**CONTINUATION CERTIFICATION**

In consideration of the premium charged,

\_\_\_\_\_ hereby continues in force:

Bond #: \_\_\_\_\_

Dated: \_\_\_\_\_

In the amount of: Two Million Dollars (\$2,000,000)

on behalf of the City of Sunnyvale, for the period:

Beginning: \_\_\_\_\_

And Ending: \_\_\_\_\_ subject to all terms and  
conditions of said Bond, PROVIDED that the liability of : \_\_\_\_\_  
(NAME OF SURETY)

shall not exceed in the aggregate the amount above written, whether the loss shall have  
occurred during the term of said bond or during any continuation or continuations  
thereof, or partly during said term and partly during any continuation or continuations  
thereof.

Signed and Sealed: \_\_\_\_\_ (date)

By: \_\_\_\_\_  
Attorney-In-Fact

[ACKNOWLEDGEMENT]